

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291

APPLICATION FOR TRANSFER
OF
NOTICE OF INTENTION TO COMMENCE LARGE MINING OPERATIONS

Application is hereby made to transfer the permit to commence large mining operations for the
Stansbury Island Quarry mine, permit # M/ 045 / 046, currently
operated by McFarland & Hullinger (transferor)
to Bolinder Resources LLC (transferee).

As used herein, TRANSFEROR refers to the current operator, TRANSFeree refers to the
proposed new operator, NOI refers to the Notice of Intention to Commence Large Mining
Operations; PERMIT refers to the approved (or accepted) NOI, including the reclamation
contract and reclamation surety.

Upon approval of the Application for Transfer:

1. The Transferor agrees to transfer all rights and obligations to operate under the terms of the NOI to the Transferee, The Transferor will not retain any rights to conduct mining operations within the area covered by the approved NOI.
2. Both parties understand the transfer of the ***NOI is not complete until all the applicable requirements are met***, including the submittal and Division approval of an appropriate reclamation surety and a reclamation contract.
3. The transferee has read and has a copy of the current NOI.
4. The Transferee has inspected the site and is fully aware of all existing conditions and responsible for compliance with the conditions of the permit and the obligations regardless of the nature of the conditions at the site.
5. Transferee shall conduct mining operations on lands included in the NOI in accordance with the Utah Mined Land Reclamation Act, (ACT) Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended), and the rules promulgated under the ACT (R647- et seq., and the approved NOI.
6. The Transferee shall provide a surety in a form and amount approved by the Division to assure reclamation of the lands affected by the mining operations.

The **Transferor** will remain liable for compliance at the mine site until this transfer application is approved.

The signatory below represents that he/she has authority to execute this transfer on behalf of the Operator/Transferee, if not a natural person; and the operator/transferee is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFEE:

Bolinder Resources LLC

Operator/Transferor Name

By G. Boone Bolinder

Name of Authorized Officer (Typed or Printed)

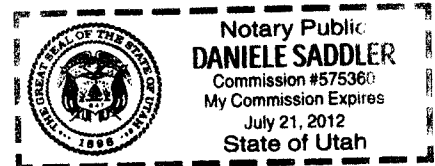
Manager

Title of Authorized Officer

G. Boone Bolinder
Officer's Signature

4-2-2009
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:



On the 2nd day of April, 20 09, GARY BOONE BOLINDER personally appeared before me, who being by me duly sworn did say that he/she is an CFO Manager (owner, officer, director, partner, agent or other (specify)) of the Operator Bolinder Resources, LLC and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors, or as may otherwise be required to execute the same with full authority and to be bound hereby.

Daniele Saddler
Notary Public
Salt Lake City
Residing at
7-21-2012
My Commission Expires:

The signatory below represents that he/she has authority to execute this transfer on behalf of the Transferor, if not a natural person. Statements made in the application are true and correct to the best of my knowledge and belief.

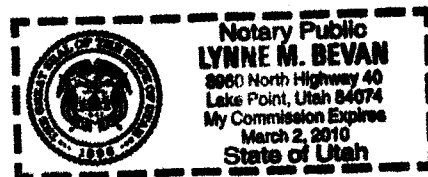
TRANSFEROR:

McFarland & Hullinger LC
Operator/Transferor Name
By Sidney K. Hullinger
Name of Authorized Officer (Typed or Printed)
Registered Agent
Title of Authorized Officer
Sidney K. Hullinger 4/2/09
Officer's Signature Date

STATE OF UTAH)
COUNTY OF Tooele) SS:

On the 2nd day of April, 2009, Sidney K. Hullinger
personally appeared before me, who being by me duly sworn did say that he/she is
an officer (owner, officer, director, partner, agent or other (specify))
of the Operator McFarland & Hullinger LC
and duly acknowledged that said instrument was signed on behalf of said Operator
by authority of its bylaws, a resolution of its board of directors, or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Lynne M. Bevan
Notary Public
Tooele, Utah
Residing at
March 2, 2010
My Commission Expires:



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291 Fax: (801) 359-3940

NOTICE OF INTENTION TO COMMENCE LARGE MINING OPERATIONS

The informational requirements of this form are based on provisions of the Mined Land Reclamation Act, Title 40-8, Utah Code Annotated 1987, and the General Rules as promulgated under the Utah Minerals Regulatory Program. (R647-4-et seq.)

These pages will replace the corresponding pages in the original NOI.

1. GENERAL INFORMATION

1. Name of Mine: Stansbury Island Quarry
2. Legal name of entity (or individual) for whom the permit is being requested:
Mailing Address: 125 Eastmoor Dr
City, State, Zip: Grantsville, UT 84029
Phone: 435-830-6185 Fax: 435-578-0722
E-mail Address: boone@bolinderresources.com

Type of Business:

Corporation _____, LLC ☒ _____, Partnership – general _____ or limited _____,
Sole Proprietorship (dba) _____, or Individual _____

Entity must be registered (and maintain registration) with the State of Utah, Division of Corporations (DOC).

Are you currently registered to do business in the State of Utah? Yes ☒ No _____

Entity # 7229160-0160

If no, contact DOC at www.commerce.utah.gov to renew or apply.

Local Business License #: N/A (if required)

Issued by: City: _____ or County: _____

If Business is a Sole Proprietor:

Name of owner: _____ Title: _____
Business Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

If Business is a Partnership:

Name of Partner: _____
Business Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

If Business is a Corporation:

Name of Officers: _____ Title: _____
_____ Title: _____
_____ Title: _____
_____ Title: _____
Corporate Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

If Business is a Limited Liability Company: Member Managed ☒ **Manager Managed** _____

Name of 1st Member/Manager: Boone Bolinder Title: Manager
Business Address: 125 Eastmoor Drive
City, State, Zip: Grantsville, UT 84029
Phone: 435-830-6185 Fax: 435-578-0722
E-mail Address: boone@bolinderresources.com

2nd Member/Manager: Bridger Bolinder Title: Manager
Business Address: same
City, State, Zip: _____
Phone: 435-830-6704 Fax: same
E-mail Address: bridger@bolinderresources.com

2. Contacts:

This person may be notified for: permitting ☒ **surety** ☒ **Notices** ☒
(please check all that apply)

Name: Boone Bolinder (all same as above) Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Emergency, Weekend, or Holiday Phone: _____
E-mail Address: _____

This person may be notified for: permitting _____ **surety** _____ **Notices** _____
(please check all that apply)

Name: _____ Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Emergency, Weekend, or Holiday Phone: _____
E-mail Address: _____

Registered Utah Agent (as identified with the Utah Dept of Commerce) (if individual leave blank):

Name: Boone Bolinder (all same as above) Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

3. Certification:

This certification must be signed by:

- (1.) an executive officer if the applicant is a corporation;
- (2.) a partner if applicant is a partnership (general or limited);
- (3.) the owner if applicant is a sole proprietorship;
- (4.) the member or manager if applicant is a limited liability company; or
- (5) the individual if the applicant is filing as an individual:

I state under penalty of perjury under the laws of the state of Utah and the United States of America that:

- a. McFarland & Hullinger (transferor), has provided a copy of the approved mining and reclamation plan. I will follow the approved mining and reclamation plan until such time that I provide the Division with an amended Notice of Intention (plan) and receive approval of the amended Notice; AND
- b. I commit to the reclamation of the aforementioned large mining operation as required by the Utah Mined Land Reclamation Act (40-8) and the rules as specified by the Board of Oil, Gas and Mining.

Signature:  Date: 4-2-2009

Name (typed or printed): Boone Bolinder

Title/Position (if applicable): Manager

Utah Department of
Commerce

Business Entity Search

[? Help](#)

Name	Type	City	Status
BOLINDER RESOURCES, LLC	Limited Liability Company	Tooele	Active
Business Name:	BOLINDER RESOURCES, LLC		
Entity Number:	7229160-0160		
Registration Date:	01/05/2009		
State of Origin:			

Address

1830 W. Highway 112
Tooele, UT 84074

Status

Status:	Active
Status Description:	Good Standing
This Status Date:	01/05/2009
Last Renewed:	N/A
License Type:	LLC - Domestic
Delinquent Date:	01/05/2010

Registered Agent

Registered Agent:	Garry Lorin Bolinder [Search BES] [Search RPS]
Address Line 1:	125 Eastmoor Dr.
Address Line 2:	
City:	Grantsville
State:	UT
Zip:	84029

Additional Information

Duration Time:	99
Incorporated in Home State Date:	
NAICS Code:	5311
NAICS Title:	5311-Lessors of Real Estate
Stock Class 1 Amount:	
Stock Class 1 Type:	
Stock Class 2 Amount:	
Stock Class 2 Type:	

With this information, you can...

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Utah Department of
Commerce

Business Entity Search

[? Help](#)

Business Entity Search - Principals:

Name	Type	City	Status
BOLINDER RESOURCES, LLC	Limited Liability Company	Tooele	Active

Position	Name	Address	
Member	STACEY BJOLINDER	1830 W HIGHWAY 112	Tooele UT 84074
Member	BRIDGER JAKE BOLINDER	1830 W HIGHWAY 112	Tooele UT 84074
Manager	BRIDGER JAKE BOLINDER	1830 W HIGHWAY 112	Tooele UT 84074
Manager	GARRY BOONE BOLINDER	1830 W HIGHWAY 112	Tooele UT 84074
Member	GARRY BOONE BOLINDER	1830 W HIGHWAY 112	Tooele UT 84074
Registered Agent	Garry Lorin Bolinder	125 Eastmoor Dr.	Grantsville UT 84029
Member	MICHELLE SHAREE BOLINDER	1830 W HIGHWAY 112	Tooele UT 84074
Member	AUDREY ANN BRUISMAN	1830 W HIGHWAY 112	Tooele UT 84074

Additional Principals on file at Division of Corporations: N

Your experience is important to us. Please click the link below to provide feedback.

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1594 West North Temple, Suite 1210
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(801) 538-5291
Fax: (801) 359-3940

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LARGE MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Bolinder Resources LLC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. MA 0451046 which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the land affected by the mining operations in accordance with the Act and regulations, and the Operator is obligated to provide a surety in form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the Act and regulations, as they may be amended, and in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division all of the lands affected by the mining operations conducted or to be conducted pursuant to the approved Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

RECEIVED

APR 02 2009

DIV. OF OIL, GAS & MINING

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and
 - B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the approved NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with an approved notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the approved NOI.
- 3. The Reclamation Plan is intended to establish methods, plans, specifications, and other details required by the Act and regulations as they pertain to the lands affected by mining operations, and no provision of the Reclamation Plan shall be interpreted to diminish the requirements of the Act and regulations. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI or Reclamation Plan, which are primarily intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
- 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
- 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or

B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act, the regulations, and the Reclamation Plan, as they may be amended. If the mining operations are modified or for any other reason vary from those described in the approved Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the approved Notice of Intention in accordance with the requirements of the Act and regulations, as amended and the Reclamation Plan, as amended. If the Division makes such finding, Operator may make request to the Division for a reduction in the amount of the surety. The Division, or the Board if the surety is in the form of a board contract, may permit such a reduction if it determines that the reduced amount will be adequate to ensure complete reclamation of the lands affected by the mining in accordance with the requirements of the Reclamation Plan, the rules and the Act, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to

maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.

10. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party, and that the Operator, if not a natural person, is an entity properly organized and in good standing under the laws of the United States and is registered with and authorized to do business in the State of Utah.

OPERATOR:

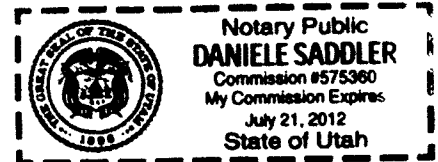
Bolinder Resources LLC
Operator Name

By G. Boone Bolinder G. Boone Bolinder
Authorized Officer (Typed or Printed)

G. Boone CFO/Manager
Authorized Officer - Position

G. Boone Bolinder 4-2-2009
Officer's Signature Date

STATE OF Utah
COUNTY OF Salt Lake) ss:



On the 2nd day of April, 20 09, GARY Boone Bolinder
personally appeared before me, who being by me duly sworn did say that
he/she is an CFO Manager (i.e. owner, officer, director,
partner, agent or other (specify)) of the Operator and duly acknowledged that
said instrument was signed on behalf of said Operator by authority of its bylaws,
a resolution of its board of directors, or as may otherwise be required to execute
the same with full authority and to be bound hereby.

D. Saddle
Notary Public
Residing at Salt Lake City
My Commission Expires:

7-21-2012

DIVISION OF OIL, GAS AND MINING:

By _____
John R. Baza, Director Date _____

STATE OF _____)
COUNTY OF _____) ss:

On the ____ day of _____, 20 __, _____
_____ personally appeared before me, who being duly sworn did say that he,
the said _____ is the Director of the Division of
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he
duly acknowledged to me that he executed the foregoing document by authority
of law on behalf of the State of Utah.

Notary Public

Residing at: _____

My Commission Expires:

FACT SHEET

Commodity: Silica & Gravel Products

Bonded Acres: 40

Mine Name: Stansbury Island Quarry

Permit Number: M 045 046

County: Tooele

Operator Name: Bolinder Resources LLC

Operator Name: Schneider Research LLC
Operator Address: 125 East 1900th Dr Grantsville UT 84029

Operator Phone: 435-830-6185 / 435-830-6704 ^{Boone} ^{Bridger}

Operator Fax: 435-578-0722

Operator Email: boone@bolindresources.com

Contact Name: G. Boone Bolinder

Contact Email: boone@bolindresources.com

Contact Phone: Boone
435-830-6185 / 435-830-

Surety Type: Irrevocable Letter of Credit

Bank: Deseret First Credit Union

Surety Amount: \$100,000.00

Account number: _____

Tax ID (required for cash only): _____

Escalation year: 2011

Surface Owner: BLM

Mineral Owner: Bolinder Resources LLC

UTU/ML number: 77020

*****DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or bondcoordinator@utah.gov**



DESERET FIRST
CREDIT UNION

L.O.C Form Last Revised-- February 2, 2007

We Understand Our Members Better

ATTACHMENT A

Letter of Credit No.

Issue Date: March 31, 2009

Issuing Bank: Deseret First Federal Credit Union

2480 S. 3850 W. Suite C
Salt Lake City, UT 84120

801-456-7060

communications@dfcu.com

Beneficiary:

STATE OF UTAH
UTAH DIVISION OF OIL, GAS AND MINING (DOGM)
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801 [this address required if using United States Postal Service for delivery]

STATE OF UTAH
UTAH DIVISION OF OIL, GAS AND MINING (DOGM)
1594 West North Temple Suite 1210
Salt Lake City, Utah 84116 [this address required if using any other delivery service]

For itself and as agent for:

Bureau of Land Management (BLM)
UTAH STATE OFFICE
440 West 200 South Suite 500
Salt Lake City, Utah 84101

Re: Bolinder Resources, LLC; Silica Mine, DOGM issued permit number M/045/046 and BLM issued UTU Number(s) 77020

Gentlemen and Ladies:

I. Deseret First Federal Credit Union, ("Bank"), of Salt Lake City, Utah, hereby establishes this irrevocable letter of credit (the "Letter of Credit") in favor of the Utah Division of Oil, Gas and Mining ("Division") for itself and as agent for the Bureau of Land Management [Cooperative Agency] (collectively, the "Beneficiaries") for an aggregate amount not to exceed \$100,000.00 [reclamation cost estimate] in United States dollars ("100,000.00") effective immediately; on behalf of Bolinder Resources, LLC ("Operator") for Silica mining operation under DOGM Issued Permit No. M/045/046, BLM No. 77020



2. This letter of credit will expire the date upon the first event set forth as follows: (a) 5:00 o'clock p.m. (Mountain time) on March 31, 2010(date) or (b) the date upon which sufficient documents are executed by the Division to release Bolinder Resources, LLC ["Operator"] from further liability for reclamation of the Silica Mine [mine name], M/045/046 [DOGM Issued Permit No.], 77020 [BLM No.] with notice to Bank by the Division accompanied by the original Letter of Credit with directions for termination.

3. This Letter of Credit issued on 03/31/2009 will be automatically extended for successive periods of one year from the current or any future issuance date unless 90 days prior to the issuance date of the following year, the Bank sends notice to the Division by any courier service or by registered United States mail 'return receipt requested' that the Bank elects NOT to extend the Letter of Credit.

4. Funds under the Letter of Credit are available against the Division's sight draft, in the form of Exhibit A, specifying Letter of Credit No. _____ delivered to the office of the Bank, 2480 S. 3850 W. Suite C, Salt Lake City, UT 84120 and stating that the funds are required to fulfill or secure the performance of operators obligations to reclaim the lands affected by its operations pursuant to this permit. At the Division's sole election, the Division may present sight drafts for less than the Face Amount so long as the aggregate amount of all sight drafts does not exceed the Face Amount. Each draft must be accompanied by a certificate in the form of Exhibit B, signed by a duly authorized representative of the Division.

5. If the Bank receives the Division's sight draft(s) and certificate(s) as provided in Paragraph No. 4 above on or before the termination of this Letter of Credit, the Bank will make such amount as the Division may specify, within the limits of the second sentence of Paragraph No. 4 of this Letter of Credit, available to the Division no later than the close of business, Salt Lake City time, on the second business day following the Bank's receipt of the sight draft and certificate and in such a manner as the Division may specify. "Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of Utah are authorized or required by law to close.

6. The Bank will give prompt notice to the Operator and to the Division Director of any notice received or action filed alleging the insolvency or bankruptcy of the Bank, or alleging any violations of regulatory requirements, which could result in suspension or revocation of the Bank's charter or license to do business.



DESERET FIRST
CREDIT UNION

We Understand Our Members Better

7. The Letter of Credit will be governed by the laws of the State of Utah and shall be subject to the Uniform Customs and Practice for Documentary Credit, 1993 revision, International Chamber of Commerce Publication No. 500, as the same may be amended and in effect from time to time ("UCP"). In the event of a conflict between Utah law and the UCP, Utah law shall govern.

8. All communications regarding this Letter of Credit will be addressed to the Bank at 2480 S. 3850 W. Suite C, Salt Lake City, UT 84120, **Attention: Business Lending** or by calling 801-456-7060, referencing Letter of Credit No.

9. In the event the Bank gives notice to the Division that the expiration date of the Letter of Credit will not be extended, the Division may, until the current expiration date of the Letter of Credit, draw under the Letter of Credit against its sight draft(s) in accordance with the provisions of Paragraph 4.

Very truly yours,

Deseret First Federal Credit Union

By: Tom Capece

(Authorized Signature)

Title: Executive Vice President



EXHIBIT A - SIGHT DRAFT

to
Letter of Credit Number [REDACTED]

Letter of Credit No.

 DOLLARS

Utah Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801

By: _____
Authorized Signature



DESERET FIRST
CREDIT UNION

We Understand Our Members Better

EXHIBIT B

to _____
Letter of Credit Number: _____

I, _____ a duly authorized representative of the Utah Division of Oil, Gas and Mining, hereby certify that (1) the drawing in the amount of \$ _____, by sight draft accompanying this certificate, under Letter of Credit No. _____ dated March 31, 2009 issued by you is permitted under the provision of the Letter of Credit, (2) the Letter of Credit has neither expired nor terminated pursuant to its terms, (3) the amount of the sight draft, together with any amounts previously drawn under the Letter of Credit, does not exceed the Face Amount, and (4) the amount to be drawn is necessary to assure or complete reclamation of the Silica Mine, number M/045/046 (DOGM issued permit number) in accordance with applicable law.

The Utah Division of Oil, Gas and Mining

By: _____
Authorized Signature
The Utah Division of Oil, Gas and Mining

Date _____



DESERET FIRST
CREDIT UNION

We Understand Our Members Better

AFFIDAVIT OF QUALIFICATION OF BANK

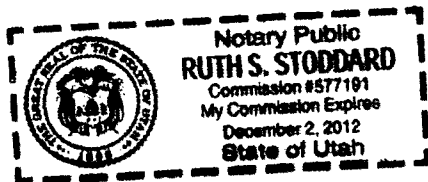
On the 8th day of April, 2009, Tom Capece personally appeared before me, who being by me duly sworn did say that he/she, the said Tom Capece is the Executive Vice President of Deseret First Federal Credit Union and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Tom Capece duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; and that he/she as such officer, acknowledged said instrument to be the free act and deed of said bank for the uses and purposes of said instrument as set forth therein.

Signed: *Tom Capece*
Bank Authorized Officer

Title: *Executive Vice President*

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

Subscribed and sworn to before me this 8th day of April, 2009.



My Commission Expires:

December 2, 2012

Ruth S. Stoddard
Notary Public
Residing at: Salt Lake County, Utah